BILL NO. S-82-06-07

SPECIAL ORDINANCE NO. S-115-82

AN ORDINANCE approving a contract
with T & F Construction Corporation
for street lighting of Home Avenue.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated May 5, 1982, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and T & F Construction Corporation, for:

contract number 158-82, installation of
street lights on Home Avenue from Broadway
to Thompson,

for a total cost of Five Thousand Seven Hundred Fifteen and No/100 ($5,715.00) Dollars, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two copies of said contract are on file with the City Clerk's Office for public inspection.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Burns, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___.M.,E.S.T.

DATE: 6-8-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Read the third time in full and on motion by Burns, seconded by Stier, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BRADBURY				X	
BURNS	X				
EISBART	X				
GiaQUINTA				X	
NUCKOLS				X	
SCHMIDT	X				
SCHOMBURG	X				
STIER	X				
TALARICO	X				

DATE: 6-22-82

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (~~GENERAL~~) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (~~RESOLUTION~~) NO. S-115-82 on the 22nd day of June, 1982.

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

(SEAL)

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of June, 1982, at the hour of 11:30 o'clock A.M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 23rd day of June 1982, at the hour of 3 o'clock P.M.,E.S.T.

Win Moses Jr.
WIN MOSES, JR. - MAYOR

BILL NO. S-82-06-07

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract with T & F Construction Corporation for street lighting of Home Avenue

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

PAUL M. BURNS - CHAIRMAN

MARK E. GiaQUINTA - VICE CHAIRMAN

JAMES S. STIER

JANET G. BRADBURY

ROY J. SCHOMBURG

6-22-82 CONCURRED IN

DATE CHARLES W. WESTERMAN, CITY CLERK

5/5/82

CONTRACT - 158-82

STATE OF INDIANA)
)ss
COUNTY OF ALLEN)

THIS AGREEMENT AND INDENTURE made and entered into this, the 5th day of May 1982, by and between:

The City of Fort Wayne

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser," and

T & F Construction Corporation

The part of the second part, termed in this agreement and the Contract Documents as the "Contractor":

WITNESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 7th day of April, 1982, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is willing to furnish the labor and equipment and perform the work called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

To light Home Avenue-from Broadway to Thompson in the amount

of $5,715.00

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Street barricade maintenance information
8. Contractor's bid
9. Material list
10. Bidder's Bond
11. Non-Collusion Affidavit
12. Certificate in lieu of financial statement
13. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
14. Equal Opportunity Clause
15. Federal Labor Standards Provisions
16. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
17. Davis-Bacon Act
18. Federal Wage Scale
19. State Prevailing Wage Scale
20. This Contract
21. Performance Bond

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes specified are to take precedence over scale measurements, or should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including Subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitratiors or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 -NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

ATTEST: Clerk

BOARD OF PUBLIC WORKS

CONTRACTOR:

T & F Construction Corp.

BY: J. L. Taber
J. L. Taber

President

BY: V. L. Miller
Secretary- Treasurer
V. L. Miller

Approved in Form & Legality
By:

ASSOCIATE CITY ATTORNEY

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

March 31, 1982

Attention All Bidders:

Addendum #1

Resolution No. 158-82

Replace page one (1) of the Instructions to Bidders for contract #158-82, Home Avenue---Broadway to Thompson dated March 19, 1982. The date to receive bids has been revised to April 7th, 1982, at 9:00 o'clock A.M.

David A. Hiatt

David A. Hiatt
Supervising Engineer

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT OF STREET LIGHTING

INSTRUCTION TO BIDDERS

March 19 1982

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 o'clock A.M., E.S.T. on the 7th day of April 1982, at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER 158-82

Home Avenue--Broadway to Thompson

The Bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified Bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of any proposal after the same has been filed.

3. Each proposal shall be endorsed with the title of the work, the name of the Bidder, and the date of its presentation. All Bids shall be filed with the Clerk of the Board of Public Works, on or before the day and hour mentioned above and stated in the advertisement, and no proposal presented after this time shall be accepted.

4. No Bid will be accepted from or Contract awarded to any person, firm, or corporation that is in arrears to the City of Fort Wayne, upon any debt or contract, or who has failed to execute, in whole of in part, in a satisfactory manner, any contract with the City; or who is a defaulter as to surety or upon an obligation to the City of Fort Wayne for any reason.

5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

CITY OF FORT WAYNE, INDIANA

IMPROVEMENT OF STREET LIGHTING

INSTRUCTION TO BIDDERS

March 19 19 82

1. Sealed proposals will be received by the Board of Public Works of the City of Fort Wayne, in the State of Indiana, until 9:00 o'clock A.M., E.S.T. on the 31st day of March 19 82, at which hour the Bids will be publicly opened and read for the following work:

CONTRACT NUMBER 158-82

Home Avenue---Broadway to Thompson

The Bids will then be submitted to the Engineers for examination and comparison. Upon completion of their report as to the amounts of the different bids per unit price offered, the Board will proceed without unnecessary delay to award one contract to the lowest qualified Bidder. The Board reserves the right to reject any and all Bids.

2. Permission will not be given for the withdrawal or modification of any proposal after the same has been filed.

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5. All Bids must be upon the Bid Form which follows. It is to be understood that all provisions of Bid Form 96-A, as prescribed by the State Board of Accounts, are to be considered to be a part of the Bid Form which follows, with such additions incorporated therein as found necessary for this Project. The usual Statutory Affidavit shall be made on the form provided.

6. In accordance with the provisions of an Act of the General Assembly of the State of Indiana, Chapter 306, Page 1248, Acts of 1947, each bidder is required to submit under oath, with and as a part of his Bid, a statement of his experience, his proposed plan for performing the work, the equipment which he has available for the performance of the work, and a financial statement of his business. The statements must be submitted on forms prescribed by the State Board of Accounts, copies of which are bound herewith.

7. Each Bid must be accompanied by a Bond executed by the bidder and surety satisfactory to the Board of Public Works, in the sum of ten percent (10%) of the aggregate amount of the bid or proposal; or the bidder may deposit with the Board of Public Works, in lieu of such Bond, a certified check on a solvent bank, payable to the City of Fort Wayne, equal in amount to the amount required in such Bond. Said Bond, or certified check, is required as a guarantee that should the said Bid or proposal be accepted by the Board of Public Works, the bidder will, within ten (10) days from the time he shall have been notified of the acceptance of the same, enter into Contract with the City of Fort Wayne for the work bid upon, and give Bond with surety to be approved by the Board of Public Works, insuring the faithful completion of the Contract.

In case a Bid is not accepted, the obligation of the said Bond will be null and void and said certified check shall be returned to the bidder.

In case a Bid is accepted and the Bidder does enter into Contract with the City of Fort Wayne for the work bid upon, with ten (10) days from the time he shall have been notified of the acceptance of the same, and does furnish Contract Bond as required, then the obligation of the said Bond shall be null and void and the said certified check shall be returned to the Bidder.

In case a Bid is accepted and the Bidder shall refuse to or neglect to enter into a Contract with the City of Fort Wayne for the work, material or apparatus bid upon, within ten (10) days from the time he shall have been notified of the acceptance of the same, and furnish Contract Bond as required, then the obligation of the Bond shall remain in full force or effect and said certified check shall be forfeited to the City of Fort Wayne as ascertained and liquidated damages for failure to do so.

8. The successful Bidder, at the time of signing the Contract, will be required to furnish Bond (at his own expense) guaranteeing faithful execution of the Contract, in full amount of the Contract Price, executed by the Bidder and surety to be approved by the Board of Public Works, on the Bond Form marked "Performance Bond", and bound herewith. The Performance Bond shall contain the following clause:

> "The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract accompany-the same, shall in any way effect its obligation on this alteration or addition to the terms of the Contract, or to the work, or to the Specifications".

9. Persons, firms and corporations submitting Bids or proposals shall demonstrate to the satisfaction of the Board, before entering into Contract, that they have proper facilities, expert workmen and experience to execute the Contract in a proper manner; otherwise their Bids or proposals will not be considered.

10. Each Bidder is to submit, with his proposal, a list of his installations of work similar in size and type that are in successful operation.

11. All Affidavits sworn to before a Notary Public in states other than Indiana should have attached thereto a Certificate of the Clerk of the Circuit Court or a court of similar jurisdiction, that such Notary Public is authorized to administer oaths. The venue of the Affidavit should also be laid where the Affidavit is made.

12. The Board of Public Works may refuse to consider any Bid that is deficient in any of the fore-mentioned requirements.

13. The Specifications under which the work will be done may be obtained at the office of Board of Public Works, Ninth (9th) Floor of the City-County Building, Fort Wayne, Indiana, for a fee of ten dollars ($10.00), payable to the Board of Public Works. This payment is non-refundable.

14. It shall be the responsibility of the Bidder to place his proposal in the hands of the Board of Public Works on or before the time stated for opening the proposals. If for any reason whatsoever, including unexpected delays in the delivery of the United States Mail, the proposal is received after the time that has been set for the opening of the proposals, the proposal will not be accepted.

15. Bidders are required to visit the Site and inform themselves fully of the conditions relating to construction and labor, under which the work will be done.

16. SPECIAL NOTE: All Persons, Firms, and Corporations submitting Bids for the Work shall obtain the PROPER PERMITS from the ELECTRICAL PERMIT DEPARTMENT to perform the work described herein.

17. Contractor who receives this contract is responsible to contact the HAD-HELP number (423-4357) to have all underground utilities located prior to actual construction, otherwise, contractor will be liable for damages to other utilities.

18. The Contractor who has determined to be the successful Bidder on this project, shall be required to have a Licensed Journeyman Lineman on the project site at all times. The responsibility of the installation, construction and maintenance of the proposed operations of this project shall be completed under his direct supervision. The successful Bidder shall submit to the Street Lighting Engineering Department the name of the person and/or persons required to successfully fulfill this requirement prior to the commencement of construction.

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Resolution

158-82

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specification except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana or an agent appointed by said Board.

The plans for this project, entitled Home Avenue--Broadway to Thompson

Public Safety

If at anytime, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and

damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall at all times keep the work site clean and free of dust.

Cooperation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to cooperate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling HAD-HELP, 423-4357.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the Contract Documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of polyurethane foam with a density of seven (7) pounds per cubic foot. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the

engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller (O.D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq.ft. chewing fescue; 2 lbs./1000 sq.ft. perennial rye; 2 lbs./1000 sq.ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Salvage

All removal items designated as salvagable by the project engineer shall be the property of the City and shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor.

Removal

The contractor is responsible for removal of existing lighting only within the linits of the project area as identified on the plans.

Progress Payments

This project is being financed by the Barrett Law Revolving Fund whereby the property owner will contribute up to a maximum of $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to finance the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments; based upon the engineers estimate of work completed, and submitted to the Board of Public Works for approval. However, these monthly payments shall not exceed ninety (90%) per cent of the monthly estimate or 90% of the City's contribution which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut and repaired to the standing Street Engineering specifications.

Controls

The contractor will install a 1 1/2", 90° ell and one (1) 10' length of conduit on the utility riser pole and will leave sufficient cable to reach the top of the pole. The City will install additional conduit and control with other forces.

FOUNDATION

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such portions as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be installed in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

The City of Fort Wayne

TO ALL CONTRACTORS WITHIN THE CITY LIMITS OF FORT WAYNE

Gentlemen:

The City of Fort Wayne Street Department has advised the Fort Wayne Board of Works the third trick Street Department crews are spending approximately 50% of their time re-erecting barricades placed on various projects throughout the City. This responsibility of maintaining construction signs, barricades, etc., belongs entirely with the contractor.

Please refer to the attached copy of the City of Fort Wayne application for permit to cut into Fort Wayne streets, whereby the contractor is responsible to erect and maintain all necessary barricades. The City makes reference to The Indiana Manual on Uniform Traffic Devices for Highway Construction and Maintenance Operation; Indiana State Highway Commission - - date, 1975.

Maintaining these signs shall include necessary stabilizing of the signs whether this be accomplished by embedding the legs of the sign in the street or using sandbags as ballast on the lower crossarms or legs of the signs. Other procedures of installing ballast on signs may be devised by the contractor, however, under no circumstances, shall sandbag ballast be placed on the top of barricades. This has been determined as a hazard to the driving public. Should one of the signs be hit by a car, the sandbag could very well fly through the windshield of the car causing serious injury.

Effective January 1, 1978, a form will be included in bid documents requiring contractors to list name(s) and telephone number (s) of those responsible for maintaining barricades at all hours for each project.

If, after notification by City, contractor's representative does not immediately correct barricade problem and City must perform this work, a charge will be made against contractor.

THE FORT WAYNE BOARD OF PUBLIC WORKS

Chairman

Robert W. Anderson Stater

Member

Betty R. Collins

Member

jg
Attachment

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
Curtis P. Ranes	(219) 486-3348

T & F Construction Corp. of Indiana
Contractor

Resolution No. 158-82

STREET LIGHTING ENGINEERING

Resolution number 158-82

March 31, 1982

Bid Proposal

HOME AVENUE--BROADWAY to THOMPSON

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE DOLS.	UNIT PRICE CENTS	AMOUN DOLLARS
001	Install 16' blk. alum. pole 4' deep with pole set.	8	Ea.	80	00	640.00
002	Install TC100-R Luminaire and lamp	8	Ea.	40	00	320.00
003	Install 2/c and/or 1/c #4 aluminum wire in trench or conduit	1000	L.F.	0	40	400.00
004	Trench in Earth--20" Deep	400	L.F.	1	80	720.00
005	Bore or push 1½" tubing--1ft. to 20ft. under drives, trees, walks, alleys, etc...	300	L.F.	4	00	1,200.00
006	Bore or push 1½" tubing-over 20ft. under drives, trees, walks, alleys, etc...	100	L.F.	4	50	450.00
007	Fine Grading, Seeding, and Straw	456	L.F.	0	35	159.60
008	Trench in asphalt including backfill with same pavement type and thickness	40	L.F.	7	00	280.00
009	Install 1½" conduit in trench	40	L.F.	1	00	40.00
010	Install 10' Riser	1	Ea.	45	00	45.00
011	Install 1/c #12 TW wire	200	L.F.	0	20	40.00
012	Install grounding lug	8	Ea.	1	30	10.40
013	Install multiple compression fitting	16	Ea.	1	50	24.00
014	Remove existing 2'x2' concrete foundation includ. anchor bolts and backfill	14	Ea.	50	00	700.00
015	Remove existing luminaire	14	Ea.	9	00	126.00
016	Remove existing 10'-12' ornamental post	14	Ea.	40	00	560.00
				TOTAL	BID	5,715.00

Accepted
BCS/SLE
4/7/82

* Proposed Starting Date:

* Proposed Completion Date:

Home Avenue

STREET LIGHTING — MATERIAL LIST

G NEW CONSTRUCTION
U MAINT.

Stock No.	ISSD	Rec'd	MAST ARMS	Stock No.	ISSD	Rec'd	WIRE
14-31			4 FT. Wood POLE	4-100			3/0 #12 UF
14-33			30" " "	4-120			3/0 #10 UF
14-34			4 FT. " "	4-150			1/0 #8 UF
14-36			6 FT. " "	4-180			#6 UF/RHW
14-37			8 FT. " "	4-260			3/0 #6 ALUM.
14-38			12 FT 1½ " "	4-343			3/0 #4 ALUM.
14-40			16 FT 1½ " "	4-350			1/0 #4 UF
14-43			6 FT 2" " "	4-355		1000	3/0 #4 UF
14-45			12 FT 2" " "	4-360			3/0 #2 DUCT CABLE
14-46			16 FT 2" " "	18-44		200	1/0 #12 TW
14-166			6 FT 2" CONCRETE POLE				
14-172			15 FT 2" " "				CONDUIT
14-485			11 FT 16" 2" ALUM POLE				½"
14-489			8 FT ALUM TRAFFIC LIGHTING	5-10			3/4"
14-490			6 FT 2" FOR ALUM POLE	5-11			1"
14-492			8 FT 2" " "	5-12			1½"
14-497			19 FT 2" FOR SOFT POLE	5-13			2"
14-498			8 FT FOR 14-490 POLE	5-14		30	1½"
				5-15			2"
			FIXTURES				
14-69			PMA. 117	21-83			2" PLASTIC
14-104			175 WATT TOWN & COUNTRY	19-391		400	1½" TUBING
14-138			400 " " "			40	1¼" "
14-175			SING. STYLEAIRE				
14-176			TWIN STYLEAIRE				CONTROLS
14-343			400 WATT MERC W/PC			1	30 AMP
14-345			400 " " W/PC				40 AMP
14-357			6 SIDED HELIO TRAN.				60 AMP
14-358			175 W TOWN & CNTRY				100 AMP
14-359			4 SIDED HANSA				
14-356			175 W PACKAGE LIGHT				
14-365			175 W W/PC				PHOTO CELLS
14-365			175 W OPEN				
14-367			175 W W/PC			1	1000 WATT 120 Volt
		8	100 W. Sodium TAC				1600 WATT 120 Volt
			100 W " ENCLOSED				1000 WATT 240 Volt
14-384			250W " "				SHARTING CAP.
14-384E			400W " "				
14-385			1000 W " "				
14-387			250 W " FLOW				MISC.
			400 W. FLOOD MERC.	3-20			J. BOOK
			1000 W " "	3-21			GRIP
			400W QUARTZ W.B				
			" " W.B	11-257		3	TAPE (88)
			" " W.B				
			2 LAMP FLUE.			1	12" 90° ELL
			4 " "				
			Socket PORTION			16	OB--22 Fittings
			POLES			8	#9 Split--Bolts
14-71			18FT FOR PMA				
14-149			25FT ALUM FOR TRANS BASE				
14-163			25FT COMPOSITE (IN LINE)				
14-163X			" " " (DEAD END)				
14-166			28FT " "				
14-165			28FT " (IN LINE)				
14-174			27FT " Bolt Down				
14-450		8	16 FT EMBEDDED BLK				
14-452			16FT " SILVER				
14-454			12 FT FOR HOME ROOF BLK				
14-456			12 FT " " SILVER				
14-458			8 FT " " BLK				
14-470			30' " " UNDERGROUND				
14-472			30' " " O.H. ALUM				
14-474			30' " " (DEAD END)				
14-476			35' " " UNDERGROUND				
14-478			35' " " 2-EXT				
14-477			35' " " 1-EXT				
14-490			35' " " TRANS BASE				
14-491			TRANS BASE - 25' POLES				
14-495			8 FT ALUM SIGNAL BASE				
14-496			TRANS BASE - 30 FT POLE				

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men By These Presents:

That we T & F Construction Corp. of Indiana as principal and Fidelity and Deposit Company of Maryland and

as Sureties, are held and firmly bound unto the City of Fort Wayne, Indiana in the sum of 10% of Amount Bid Dollars ($) to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Richmond, Indiana this 7th day of April, 1982.

The condition of this obligation is such that if the accompanying bid or proposal of T & F Construction Corp. of Indiana made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required: then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed at Richmond, Indiana this 7th day of April, 1982.

T & F Construction Corp. of Indiana

R.H. Grader

R.H. Grader Principal Vice President

Fidelity & Deposit Co. of Maryland

Dorothy Jean Ellis

Dorothy Jean Ellis Surety --Attorney-in-Fact

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated, September 27, 1979 and on behalf of Jerry J. Dils, etal, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

SEAL

C. W. Robbins, Assistant Secretary — By C. M. Pecot, Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE } ss:

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

NOTARY PUBLIC

Notary Public Commission Expires JULY 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 7th day of April, 19 82

Assistant Secretary

L1428Ctf.—1M, 10-80 211836

IN TESTIMONY WHEREOF, the bidder has hereunto set his hand this _____ day of _____, 19___.

_____

Bidder

IN TESTIMONY WHEREOF, the bidder (a firm) have hereunto set their hands and seals this _____ day of _____, 19____.

FIRM NAME _____

Individual Names (By_____
(
(
(By_____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this 7th day of April, 19 82.

SEAL

T&F Construction Corp. of Indiana
Name of Corporation

R.H. Grader
Vice-President R. H. Grader

V L Miller
Secretary V. L. Miller

NOTE 1. If the bidder is a corporation, it is incorporated under the laws of the State of Indiana.

If the bidder's proposal is accepted, the contract will be signed by:

J. L. Taber
Title: President

V. L. Miller
Title: Secretary-Treasurer

NOTE 2. Use this form if certified check accompanies bid:

Enclosed herewith find certified check for $ _____, being _____% of the maximum bid herein, made payable to: _____

_____
The Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said

_____ if _____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper official of said _____.
Municipality

NOTE I. If the bidder is a corporation, it is incorporated under the laws of the State of_____.

If the bidder's proposal is accepted, the contract will be signed by:

_____
TITLE:

_____
TITLE:

NOTE II. Use this form if cashier's or certified check accompanies bid:

Enclosed herewith find cashier's or certified check for $_____, being 10% of the maximum bid herein, made payable to:

_____
Name of Officer and Municipality

the proceeds of which are to remain the absolute property of said_____ If_____
Municipality Bidder

shall not within _____ days after notice of acceptance of the within bid, enter into a written contract, and secure said contract by a bond for the full amount of the contract to the approval of the proper officials of said _____.
Municipality

NOTE III. Use this form if bidder's bond accompanies bid:

Enclosed herewith find a bidder's bond in an amount equal to ten (10) percent of maximum bid herein, subject to the approval of the Board of Public Works, conditioned as follows: that if the Board of Public Works shall award T & F Construction Corp. of Indiana the contract for said work, and if T & F Construction Corp. of Indiana shall enter into a contract and furnish a 100% performance bond as required within 10 days from the date he is notified of the acceptance of his bid, then the obligation of said bond shall be null and void, otherwise to remain in full force and effect.

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F Construction Corp. of Indiana as Principal, and the Fidelity & Deposit Company of Maryland, a corporation organized under the laws of the State of Maryland, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Fifty-Seven Hundred Fifteen and 00/100 Dollars ($ 5,715.00), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 27th day of April, 19 82, enter into a contract with the City of Fort Wayne to construct

Installation of Street Lights on Home Avenue from Broadway to Thompson.

at a cost of $ 5,715.00, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of one (1) year from the date of final acceptance in writing by the Owner;

There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;

Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F Construction Corp. of Indiana
(Contractor)

BY: J. L. Taber J. L. Taber

ITS: President

ATTEST:

V. L. Miller

V L Miller

(Title) CORPORATE SECRETARY

Fidelity & Deposit Co. of Maryland
Surety

*BY: Dorothy Jean Ellis
Dorothy Jean Ellis
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Vernon Matherly, Lynwell L. Case, Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner, David N. Matherly, all of Richmond, Indiana, EACH..... its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of SEVEN HUNDRED FIFTY THOUSAND DOLLARS ($750,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes those issued on behalf of Vernon Matherly, etal, dated, September 27, 1979 and on behalf of Jerry J. Dils, etal, dated, November 26, 1979.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 10th day of February, A.D. 19 81

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

ATTEST:

C W Robbins — *Assistant Secretary*

By C M Pecot — *Vice-President*

STATE OF MARYLAND }
CITY OF BALTIMORE } ss:

On this 10th day of February, A.D. 19 81, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

Carl L. Fisher

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 27th day of April, 19 82

Assistant Secretary

L1428Ctf.—1M, 10-59 211836

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and ALL

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such other bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement of understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the preceeds of the contract sought by this bid.

T & F Construction Corp. of Indiana

R. H. Grader

R. H. Grader Vice President

Subscribed and sworn to before me by R. H. Grader

this 7th day of April, 19 82.

Bonita J. Kerney

Notary Public Bonita J. Kerney

My Commission Expires: May 7, 1983 Resident of Wayne County

Subscribed and sworn to before me by

this _____ day of _____, 19 ___.

Notary Public

My Commission Expires: _____ Resident of _____ County

Subscribed and sworn to before me by

this _____ day of _____, 19 ___.

Notary Public

My Commission Expires: _____ Resident of _____ County

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, V. L. Miller (Name), the Secretary-Treasurer (Position) of T & F Construction Corp. of Indiana (Company), hereby certify:

(1) That the Financial Statement of said company, dated the 31st day of October, 1981, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: April 7, 1982

V L Miller
(Signature) V. L. Miller

SUBSCRIBED AND SWORN TO before me, a Notary Public in and for said County and State, this 7th day of April, 1982.

Bonita J. Kerney
Bonita J. Kerney
Resident of Wayne County

My commission expires: May 7, 1983

CERTIFICATE IN LIEU OF
EQUAL EMPLOYMENT STATEMENT AND
AFFIRMATIVE ACTION PROGRAM

I R. H. Grader (name), the Vice President (position), of T & F Construction Corp of Indiana (company)

hereby certify:

(1) That the Equal Employment Statement and the Affirmative Action Program of said company, dated the 28th day of May, 19 81, is now on file with the Equal Employment Opportunity Office of the City of Fort Wayne, Indiana.

(2) That the Equal Employment Statement and the Affirmative Action Program has been approved by the Equal Employment Opportunity Officer of the City of Fort Wayne, Indiana.

(3) That said company is/~~is not~~ Signatory to the Fort Wayne and Area Plan either by direct agreement to the Plan or by virtue of a contract agreement with a Union that is signatory to the Plan.

Dated: April 7th, 1982
State of Indiana
County of Allen

R. H. Grader (signature) Vice President

Bonita J. Kerney Notary

My commission expires: May 7, 1983

Seal:

Resident of Wayne County

MINORITY/FEMALE EMPLOYMENT REQUIREMENTS

(CHOOSE ONE OPTION)

_____ 1. I will be a participating member of the Fort Wayne Area Plan for the duration of this Contract.

XX 2. I will be a union contractor for the duration of this Contract. All those performing work on this project will be unionized, or equality.

_____ 3. I am currently bound to Federal Register requirements and I will follow them for the duration of this Contract. (This is not an option to those contractors not already bound to follow the Federal Register.)

_____ 4. I will be bound to the following statements and shall complete the Percentage Participation Goal Statement.

The contractor's/bidder's attention is directed to the fact that the City of Fort Wayne, Indiana has made a determination to encourage a greater utilization of minority and/or female employees in construction projects of the City. The Board of Works has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees.

Minority for these purposes shall include all of the following: Black, Hispanic, Asian, American Indian, Alaskan Indian or Pacific Islander.

In bidding on this project the contractor/bidder shall be required to state that percentage of total work hours to be expended on the project by minority and/or females. The percentage so designated shall, if the contractor's or bidders offer is accepted by City, become contractually binding upon said bidder or contractor.

The contractor/bidder is further advised that all laws, rules, regulations, execution orders, and directives issued by the State of Indiana or the United States of America affecting or pertaining to this project or the work to be performed hereunder shall be controlling to the extent so provided or to the extent that they might impose greater participation of employment by minority and/or female employees and this determination by the City of Fort Wayne does not supercede any of such state or federal laws, rules, regulations, orders, or directives applicable to the work covered hereunder.

The offeror or bidder is herewith advised that failure to complete and submit the following Percentage Participation Goal Statement" as a part of its bid shall cause the bid to be rejected as non-responsive; provided that the offeror or bidder has chosen Option #4.

PERCENTAGE PARTICIPATION GOAL STATEMENT

The undersigned herewith agrees that not less than _____% of the total work hours expended by it and all of its subcontractors on the work covered by this bid shall be expended by minority and/or female employees. (City has adopted a minimum goal of 17% of total work hours for each project for minority and/or female participation).

_____
Contractor/Bidder

The bidder is further directed to stipulate below, what acts have or will be taken to ensure that the above agreed upon percentage of total work hours expended by minorities and/or females will be met:

NOTICE

The monitoring and compliance authorities will be performed by the City of Fort Wayne, Indiana Compliance Officer. The contractor and his subcontractors will make all relevant and pertinent records available under this contract for inspection by authorized representatives of the Equal Employment, Affirmative Action Office, and Department of Labor, and will permit such representatives access to such during normal working hours. Worksite visits are for verification purposes. If contractor believes that records requested are not relevant, they may initially deny access, promptly notify the Board of Public Works and comply with the findings of the Board as to the relevancy of the requested records.

Special Provisions - Additional Remedies

Contractor/Bidder is herewith advised that, in addition to all other remedies available to it for breach of contract, City shall have the following additional rights and remedies as against contractor/bidder in the event of a breach of or a failure to file such forms as City might require to assure full compliance with all of the EEO/AA terms of the contract.

1. To withhold all payments otherwise due contractor/bidder until such time as contractor/bidder complies with the EEO/AA terms and provisions of this contract.

2. To assess a penalty of $100.00 per day or 10% of the total contract sum if contractor/bidder fails to comply with the EEO/AA terms of this contract, including a failure to furnish such information and forms a City may require from time to time to assure compliance with non-discrimination and affirmative action provisions of this contract.

3. To terminate the contract with contractor/bidder and forfeit all sums then due or to thereafter become due to contractor/bidder.

The contractor/bidder is herewith advised of the necessity of its compliance with the terms and provisions of Indiana Code 5-16-6-1 which provides as follows:

a. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor, shall by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry.

c. There may be deducted from the amount payable to the contractor by the State of Indiana or by any municipal corporation thereof, under this contract, a penalty of five ($5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be cancelled or terminated by the State of Indiana or by any municipal corporation thereof, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or condition of this section of the contract. (Acts 1933, ch. 270, Sec. 1, P 1228, P.L. 27, sec. 2, P. 127).

Approved this 10th day of February, 1982.

Robert Anderson Stats

Billy R. Collins
BOARD OF PUBLIC WORKS

ATTEST:

Clerk

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Artile III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impariment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

S-SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

DEC 11 1981

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FORT WAYNE, INDIANA, DURING THE MONTHS OF JANUARY, FEBRUARY AND MARCH 1982.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	15.90	.65	1.45			3¢ if
BOILERMAKER	S	17.70	1.37½	1.60		3¢	
BRICKLAYER	S	14.41	.80	.80		2¢	6¢ if
CARPENTER (BUILDING)	S	13.40	.70	6%		2¢	4¢ if
(HIGHWAY)	S	12.73	.80	.80		5¢	2¢ if
CEMENT MASON	S	12.85	.75	.80		2¢	
ELECTRICIAN	S	16.55	.65	3%+90¢		6¢	1% if
ELEVATOR CONSTRUCTOR	S	15.92	1.34	1.08½	8%	3½¢	
GLAZIER	S	14.34		.55	.40	6¢	37¢holiday
IRON WORKER	S	15.00	1.00	1.85		4¢	2¢ if 1.20 ann.
LABORER (BUILDING)	S-SS US	SEE ATTACHED SHEETS					
(HIGHWAY)	S-US-SS						
(SEWER)	S-US-SS						
LATHER	S	12.33		.80		1¢	3¢ if
MILLWRIGHT & PILEDRIVER	S	13.80	.70	6%		2¢	4¢ if
OPERATING ENGINEER (BUILDING)	S-SS US	SEE ATTACHED SHEETS					
(HIGHWAY)	S-SS-US						
(SEWER)	S-SS-US						
PAINTER	S	11.70-12.70	.85	1.00		12¢	12¢ misc.
PLASTERER	S	13.48	.60	.80			
PLUMBER & STEAMFITTER	S	16.48	.85	1.80		7¢	7¢ if
ROOFER	S	9.50-11.50					
SHEETMETAL WORKER	S	13.90		.50			
TEAMSTER (BUILDING)	S	15.87	1.01	1.13		17¢	17¢ if 55¢ sasmi
(HIGHWAY)	S-SS US	SEE ATTACHED SHEETS					
	S-SS-US						

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 11 DAY OF Dec. 19 81

Sue Stone
REPRESENTING GOVERNOR, STATE OF INDIANA.

Albert Anderson
REPRESENTING THE AWARDING AGENT.

Fred M. Gill
REPRESENTING STATE A.F.L. & C.I.O.

Air Compressor (pressurizing shafts, tunnels & divers)
Air Tugger
Auto Patrol
Back Filler
Back Hoe
Boom Cat
Boring Machine
Bull Dozer
Caisson Drilling Machine
Cherry Picker
Compactor (with dozer blade)
Concrete Mixer (dual drum)
Concrete Plant
Concrete Pump
Crane with all attachments
Crane - Electric Overhead
Derrick
Ditching Machine (18" and over)
Dredge
Elevators (when hoisting material or tools)
Fork Lift (machinery)
Formless Paver
Generator (power for welders or compressors)
Gradall
Helicopter
Helicopter Winch Operator
High Lift - Front End Loader
Hoist-material and/or personnel over 3 floors
Locomotive
Mechanic on Job Site
Mucking Machine
Panel Board Concrete Plant
Pile Driver
Push Cat
Scoop & Tractor
Scraper - Rubber Tired
Spreader - Tractor Mounted
Straddle Carrier - Rose Type
Sub Base Finish Machine (C.M.I. or similar)
Tower Crane
Tractor with backhoe (over ½ yard)
Welder (Craft)

Rate	H&W	Pension	Training	Gross
$15.50	.75	$1.00	.10	$17.35

GROUP II

A Frame Truck
Batcher Plant (automatic dry batch)
Bending Machine - Power Driven
Bituminous Mixer
Bituminous Paver
Bituminous Plant Engineer
Boatman
Bull Float
Compactor or Tamper - Self Propelled
Concrete Mixer (21 cu. ft. or over)
Concrete Spreader - Power Driven
Dinkey Engine
Ditching Machine (less than 18")
Drilling Machine
Finish Machine & Bull Float
Finishing Machine
Fireman - Pile Driving and Boilers
Fork Lift - Masonry & Material
Gunite Machine
Head Greaser
Hoist-material and/or personnel 3 floors and under
Mechanic in Shop
Mesh Depresser - Mesh Placer
P.C.C. Concrete Belt Placer
Roller - Asphalt, Stone & Sub Base
Sheepsfoot Roller - Self-Propelled
Shop Mule
Spreader or Base Paver - Self Propelled
Sub Grader
Throttle Valve with Air Compressor or Boiler
Tractor with Backhoe (½ yard & under)
Tractor - High Lift - Farm Type
Tractor - Industrial Type
Tractor with Winch
Wall Points
Winch Truck

Rate	H&W	Pension	Training	Gross
$14.55	.75	$1.00	.10	$16.40

GROUP III

Air Compressor (210 cu. ft. & over)
Bituminous Distributor
Chair Cart
Concrete Curing Machine
Concrete Saw
Dope Pot - Power Agitated
Flex Plane
Form Grader
Hydrohammer
Jacks-Hydraulic-Power Driven
Minor Equipment Opr. 3, 4 or 5
Paving Joint Machine
Post Hole Digger
Roller - Earth
Throttle Valve
Track Jack - Power Driven
Tractor - Farm Type
Truck Crane Driver

GROUP III continued

Rate	H&W	Pension	Training	Gross
$11.80	.75	$1.00	.10	$13.65

GROUP IV (Minor Classifications)

Air Compressor (less than 210 cu. ft.)
Concrete Mixer (under 21 cu. ft.)
Conveyor
Generator
Mechanical Heater
Oiler
Operator - 2 pieces of minor equipment
Power Broom
Pump
Welding Machine
Helpers

Rate	H&W	Pension	Training	Gross
$10.45	.75	$1.00	.10	$12.30

REGISTERED APPRENTICES WAGE RATES

1. The wages, rates of pay, hours of labor a other conditions of employment of Register prentices shall be and are governed entirely terms and conditions of this Agreement exc modified in this Paragraph. The education an ing and disciplining of Registered Apprent such shall be and are governed by the appr Joint Apprenticeship Committee. The straig hourly wage rate of Registered Apprentices the following percentage of Group 1 wage r Schedule "A".

1st period - 1,000 hours - 65%
2nd period - 1,001 - 1,999 hours - 70%
3rd period - 2,000 - 2,999 hours - 75%
4th period - 3,000 - 3,999 hours - 80%
5th period - 4,000 - 4,999 hours - 85%
6th period - 5,000 - 6,000 hours - 90%

2. Note: The rate of pay shall be for the period, but at no time more than the classifi the machine being operated.

3. The rates of pay for Apprentice Mecha based on the percentage of Mechanics base

GROUP I

Compressors in Manifold with
rottle valve
halt Plant Engineer
o Grade or similar type machine
o Patrol
Shoe or Farm Type Tractor
er 45 H. P.
ast Regulator (R. R.)
ominous Mixer
ominous Paver
ominous Plant Engineer
l Dozer
ken Drilling Machine
rry Picker—15 ton or over
p Spreader
ncrete Mixer—21 cu. ft. or over
t Drilling Machine
ne or Derrick with any attachment
ncl, clamshell, dragline, shovel,
rnchhoe, etc.
ridge Engineer
ridge Operator
lling Machine on which the drill
s an integral part
rth Mover—rubber tired (paddle
rthod, 619, 631, TS-24 or
imilar type)
rth Mover, rubber tired—tandem
50c per hr. additional for each
bowl)
xating Grader
rk Lift (10 ton or over)
.C.C. Formless Paver
ndall
avel Processing Plant (portable)
Operator of Guard Rail Post Driver
Highlift Shovel—1½ cu. yd. or over
Hoist (2 drums and over)
Helicopter—Crew
Hydraulic Boom Truck
Keystone (Skimmer Scoop)
Loader-Self-Propelled (Belt—Chain—Wheel)
Locomotive Operator
Mucking Machine
Panel Board Concrete Plant (central mix type)
Paver—Hetherington
Pile Driver—Skid or Crawler
Road Paving Mixer
Rock Breaking Plant
Rock Crushing Plant (Portable)
Roller—Asphalt, Waterbound, Macadam, Bituminous Macadam, Brick Surface
Roller with Dozer Blade
Root Rake, Tractor Mounted
Self-propelled Widener
Stump Remover, Tractor Mounted
Surface Heater and Planer
Tandem Push Tractor (50c per hr. additional)
Tractor—Boom, Winch or Hoe Head
Tractor—Push
Tractor with Scoop
Tractor Mounted Spreader
Tree Mover
Trench Machine (over 24")
Tug Boat Operator
Well Drilling Machine
Winch Truck with A Frame

Rate	H & W	Pension	Training	Gross
$13.69	.75	$1.00	.10	$15.54

GROUP II

r Compressor with Throttle Valve
ckfiller
ck Hoe on Farm Type Tractor
under 45 H.P.
ll Float
rry Picker under 15 ton
p Spreader (self-propelled)
ncrete Pump
ncrete Mesh Depressor—
independently operated
ncrete Spreader—Power Driven
d Loader under 1½ cu. yd.
cavating Loader—Portable
nishing Machine and Dull Float
nite Machine
Head Greaser
Mechanic
Mesh or Steel Placer
Multiple Tamping Machine (R. R.)
P.C.C. Concrete Belt Placer
Pull Grader—Power Control
Refrigerating Machine—Freezing Operation
Ross Carrier
Sheepfoot Roller (self-propelled)
Tamper—Multiple Vibrating—Asphalt Waterbound Macadam, Bituminous Macadam, Brick Surface
Trench Machine 24" and under
Tube Float
Welder

Rate	H & W	Pension	Training	Gross
$12.23	.75	$1.00	.10	$14.08

GROUP III

Assistant Plant Engineer
Base Paver (Jersey or similar type machines)
Concrete Finishing Machine
Concrete Mixer—less than 21 cu. ft.
Curb Machine
Farm Tractor—including farm tractor with all attachments except backhoe and including high lift end loaders of 1 cu. yd. capacity and less
Fireman (on boiler)
Hoist (one drum)
Operator, 3-5 pieces of minor equipment
Paving Breaker
Power Broom Self-propelled
Roller (Earth and Sub-base material)
Slurry Seal Machine
Spike Machine (R.R.)
Tamper—Multiple Vibrating—Earth and Sub-base material
Throttle Valve
Throttle Valve and Compressor or Clever Brooks type combination
Throttle Valve and Fireman combination on horizontal or upright boiler
Tractaire with Drill
Tractor—50 H.P. or over
Well Point System
Widener (Apsco or similar type)

Rate	H & W	Pension	Training	Gross
$11.48	.75	$1.00	.10	$13.33

GROUP IV (Minor Equipment)

Air Compressor
Assistant to Engineer—Oiler
Automatic Dry Batch Plant
Bituminous Distributor
Bituminous Patching Tamper
Belt Spreader
Broom & Belt Machine
Chair Cart (Self-propelled)
Coleman Type Screen
Conveyor (Portable)
Deck Hand
Digger Post Hole (power-driven)
Fork Lift—Under 10 ton
Form Grader
Form Tamper (motor driven)
Generator
Greaser Helper
Hetherinton Driver
Hetherington Helper
Hydra Seeder
Mechanics Helper
Mechanical Heater
Operator, 2 pieces of minor equipment
Outboard or Inboard Motor Boat
Power Curing Spraying Machine
Power Saw—Concrete (power driven)
Pug Mill
Pull Broom (Power Type)
Seaman Tiller
Straw Blower or Brush Mulcher
Striping Machine, Paint (motor driven)
Sub-Grader
Tractaire
Tractor (below 50 H.P.)
Truck Crane Oiler—Driver
Spreader
Water Pump
Welding Machine—2 of 800 amps or over

Rate	H & W	Pension	Training	Gross
$10.18	.75	$1.00	.10	$12.03

The rates of pay for Local 103 Apprentices are based on a percentage of Group I wage rates as established in this Collective Bargaining Agreement. The percentage figures are based on the following six (6) steps.

0 to 1,000 hours	65%	1st step
1,001 to 1,999 hours	70%	2nd step
2,000 to 2,999 hours	75%	3rd step
3,000 to 3,999 hours	80%	4th step
4,000 to 4,999 hours	85%	5th step
5,000 to 6,000 hours	90%	6th step

The rate of pay shall be for the proper period, but at no time more than

GROUP I

- ir Compressor (pressurizing shafts, tunnels & divers)
- r Tugger
- uto Patrol
- ack Filler
- ackhoe
- oom Cat
- ring Machine
- ull Dozer
- nisson Drilling Machine
- herry Picker
- ompactor (with dozer blade)
- oncrete Mixer (dual drum)
- oncrete Plant
- oncrete Pump
- rane with all attachments
- rane - Electric Overhead
- errick
- anel Board Concrete Plant
- ile Driver
- ush Cat
- coop & Tractor
- craper - Rubber Tired
- preader - Tractor Mounted
- raddle Carrier - Ross Type
- Dual Purpose Truck (pitman type)
- Ditching Machine (18 in. and over)
- Dredge
- Elevators (when hoisting material or tools)
- Fork Lift
- Formless Paver
- Generator (power for welders or compressors)
- Gradall
- Helicoptor
- Helicoptor Winch Operator
- High Lift - Front End Loader
- Hoist
- Locomotive and/or Dinky Engine
- Mechanic on Job Site
- Mucking Machine
- Sub Base Finish Machine (C.M.I. or similar)
- Tower Crane
- Tractor with backhoe (1/2 yard and over)
- Trench Box - Power Driven
- Tunnel Shield
- Welder (Craft)

Rate	H & W	Pension	Training	Gross
$12.94	.75	$1.00	.10	$14.79

GROUP II

- A Frame Truck
- Batcher Plant (automatic dry batch)
- Bituminous Paver
- Bituminous Plan Engineer
- Boatman
- Bull Float
- Compactor or Tamper - Self Propelled
- Concrete Mixer (21 cu. ft. or over)
- Concrete Spreader - Power Driven
- Ditching Machine (less than 18 in.)
- Drilling Machine
- Finish Machine & Bull Float
- Finishing Machine
- Fireman - Pile Driving and Boilers
- Gunite Machine
- Head Greaser
- Mechanic
- Mesh Depresser -
- Bending Machine - Power driven
- Bituminous Mixer
- Mesh Placer
- P.C.C. Concrete Belt Placer
- Roller - Asphalt, Stone & sub base
- Rotary Drill
- Sheepsfoot Roller - Self Propelled
- Spreader or Base Paver - Self Propelled
- Sub Grader
- Throttle Valve with Air Compressor or Boiler
- Tractor with Backhoe (under 1/2 yard)
- Tractor - High Lift - Farm Type
- Tractor - Industrial Type
- Tractor with Winch
- Well Points
- Winch Truck

Rate	H & W	Pension	Training	Gross
11.63	.75	$1.00	.10	$13.48

GROUP III

- Air Compressor (210 cu. ft. & over)
- Bituminous Distributor
- Chair Cart
- Concrete Curing Machine
- Concrete Saw
- Dope Pot - Power Agitated
- Flex Plane
- Form Grader
- Hydrohammer
- Jacks - Hydraulic - Power driven
- Minor Equipment Operator 2, 3, 4, or 5 (See Article 41)
- Paving Joint Machine
- Post Hole Digger
- Roller - Earth
- Throttle Valve
- Track Jack - Power Driven
- Tractor - Farm type
- Truck Crane Driver

Rate	H & W	Pension	Training	Gross
$10.96	.75	$1.00	.10	$12.81

GROUP IV (Minor Classifications)

- Air Compressor (less than 210 cu. ft.)
- Concrete Mixer (under 21 cu. ft.)
- Conveyor
- Generator
- Mechanical Heater
- Oiler
- Power Broom
- Pump
- Welding Machine
- Helpers

Rate	H & W	Pension	Training	Gross
$9.79	.75	$1.00	.10	$11.64

The straight time hourly wage rate of Registered Apprentices shall be the following percentage of Group I wage rates of Schedule "A".

1st period - 0 - 1,000 hours - 65%
2nd period - 1,001 - 1,999 hours - 70%
3rd period - 2,000 - 2,999 hours - 75%
4th period - 3,000 - 3,999 hours - 80%
5th period - 4,000 - 4,999 hours - 85%
6th period - 5,000 - 6,000 hours - 90%

Note: The Apprentice's rate of pay shall be for the proper period, but at no time more than the classification of the machine being operated.

TEAMSTERS WAGE RATES FOR

BUILDING

Wages & Classifications

	6-1-80	6-1-81	6-1-82
Truck driver on trucks to and including one ton	11.105	12.105	13.105
Truck Driver on trucks 1½ ton to and including 3 ton	11.205	12.205	13.205
Truck Driver on fork lift	11.205	12.205	13.205
Truck Driver on tandem	11.305	12.305	13.305
Truck Driver on semi	11.255	12.255	13.255
Truck Driver on tri-axle	11.305	12.305	13.305
Truck Driver on low-boys or double bottom	11.305	12.305	13.305
Truck Driver on winch or boom truck	11.305	12.305	13.305
Truck Driver on sweeper attached and distributor truck, water wagon	11.405	12.405	13.405
Truck driver, euclid or earth movers	11.555	12.555	13.555
Truck helper, spotter, flagman for truck drivers	11.105	12.105	13.105
Truck helper for tending trucks at mixer	11.105	12.105	13.105
Truck boss in charge of trucks, warehousemen foreman-job site	11.405	12.405	13.405
Truck mechanic-job site	11.405	12.405	13.405

Health and Welfare

The Employer shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, the sum of Thirty Six Dollars and Fifty Cents ($36.50) per week effective July 1, 1980 for each employee covered by this Agreement who has been on the payroll thirty (30) days or more. Effective July 1, 1981 the contribution shall be Thirty Nine Dollars and Fifty Cents ($39.50) per week. Effective July 1, 1982 the contribution shall be Forty One Dollars and Fifty Cents ($41.50) per week.

Pension

Effective June 1, 1980 to and including May 31, 1981 the Employer shall contribute to the Central States, Southeast and Southwest Areas, Pension Fund the sum of Forty One Dollars ($41.00) per week for each employee covered by this Uniform Agreement who has been on the payroll Thirty (30) days or longer.

Effective June 1, 1981 to and including May 31, 1982 the Employer shall contribute to the Central States, Southeast and Southwest Areas, Pension Fund the sum of Forty Six Dollars ($46.00) per week for each employee covered by this Uniform Agreement who has been on the payroll Thirty (30) days or longer.

Effective June 1, 1982 to and including May 31, 1983 the Employer shall contribute to the Central States Southeast and Southwest Areas, Pension Fund the sum of Fifty One Dollars ($51.00) per week for each employee covered by this Uniform Agreement who has been on the payroll Thirty (30) days or longer.

TEAMSTERS WAGE RATES FOR HIGHWAY, HEAVY, RAILROAD AND UNDERGROUND UTILITY CONTRACTING

WAGES AND JOB CLASSIFICATIONS

	WAGES PER HOUR		
	5/1/29	5/1/31	5/1/32
Drivers on Single Axle Straight Trucks	$10.35	$11.35	$12.35
Drivers on Single Axle "Dog-Legs"	10.46	11.46	12.46
Drivers on Tandem Trucks or "Dog-Legs"	10.46	11.46	12.46
Drivers on Tandem Trucks over 15 ton payload	10.56	11.56	12.56
Drivers on Tandem "Dog-Legs" Trucks	10.61	11.61	12.61
Drivers on Single Axle Semi Trucks	10.55	11.56	12.56
Drivers on Farm Tractors hauling material	10.55	11.56	12.56
Drivers on Tri-Axle Trucks	10.66	11.66	12.66
Drivers on Tandem Axle Semi Trucks	10.66	11.66	12.66
Drivers on Tandem-Tandem Semi Trucks	10.71	11.71	12.71
Truck Leadman (See Footnote 1.)			
Drivers on equipment when not self-loaded or pusher loaded, such as Koehring or similar dempsters, track trucks, Euclid bottom dump and big bottom dump, Tournatrailers, Tournarockers, Athey Wagons, or similar equipment 12 cu. yds. and under	10.56	11.56	12.56
Over 12 cu. yds.	10.66	11.66	12.66
Employers truck mechanics and welders on work covered by this Agreement as defined in Article 2	10.71	11.71	12.71
Drivers on Mobile Mixer Trucks	10.66	11.66	12.66
Drivers on Mixer Trucks, all types	10.56	11.56	12.56
Drivers on Single Axle Fuel Trucks	10.41	11.41	12.41
Drivers on Tandem Axle Fuel Trucks	10.51	11.51	12.51
Drivers on Single Axle Water Trucks	10.41	11.41	12.41
Drivers on Tandem Axle Water Trucks	10.51	11.51	12.51
Drivers on Semi Water Trucks	10.61	11.61	12.61
Drivers on Sprinkler Trucks	10.61	11.61	12.61
Drivers on heavy equipment-type Water Wagon	10.61	11.61	12.61
Over 5,000 gallons	10.71	11.71	12.71
Drivers on trucks pulling tilt-top trailer:			
Single Axle	10.56	11.56	12.56
Tandem Axle	10.66	11.66	12.66
Tri-Axle	10.71	11.71	12.71
Drivers on Low-Boys, Single Axle	10.56	11.56	12.56
Drivers on Low-Boys, Tandem Axle	10.66	11.66	12.66
Drivers on Low-Boys, Tandem-Tandem Axle	10.71	11.71	12.71
Drivers on Low-Boys, Tandem-Tri-Axle	10.76	11.76	12.76
Drivers on Bituminous Distributors, two-man	10.51	11.51	12.51
Drivers on Bituminous Distributors, one-man	10.61	11.61	12.61
Drivers on Semi-Bituminous Distributors (See Footnote 2.)			
Drivers on truck-mounted Pavement Breakers	10.56	11.56	12.56
Drivers on Winch Trucks or A-Frames when used for transportation purposes	10.46	11.46	12.46
Drivers on Batch Trucks, wet or dry:			
3 (34E) batches or less	10.36	11.36	12.36
Over 3 (34E) batches	10.46	11.46	12.46
Drivers on Tri-Axle Batch Trucks	10.66	11.66	12.66
Drivers on pick-up trucks shall be employers within the bargaining unit covered by this Agreement when hauling tools, materials, and supplies, parts and equipment, to and from and on the job site, except when used by Employer supervisory personnel for their own transportation or workmen, or the transportation of a workman and his tools on the job site, or for the use of a mechanic for the transportation of himself, his tools, and repair parts	10.21	11.21	12.21
Helpers, Greasers, Firemen, Warehousemen—Job Site, and employees tending batch boards	10.31	11.31	12.31
Athey Wagons up to and including three (3) buckets	10.76	11.76	12.76
Athey Wagons over three (3) buckets	10.81	11.81	12.81
Grease and Maintenance truck for servicing equipment covered by this Agreement on work covered by this Agreement:			
Single Axle Truck	10.36	11.36	12.36
Tandem Axle Truck	10.46	11.46	12.46
Tri-Axle Truck	10.66	11.66	12.66

HEALTH AND WELFARE

Section 1. Effective May 1, 1930, health a welfare contributions shall be paid by each E ployer for each employee at the rate of Thir Four Dollars and Fifty Cents ($34.50) per we effective May 1, 1931, health and welfare c tributions shall be paid by each Employer each employee at the rate of Thirty-Seven Doll and Fifty Cents ($37.50) per week; effect May 1, 1932, health and welfare contributi shall be paid by each Employer for each employ at the rate of Forty-One Dollars and Fifty Ce ($41.50) per week for the remaining period this Agreement. It is the intention of the parti of course, that the Health and Welfare Fu shall continue to be operated in strict conformar with Section 302 (c) 5 of the Labor-Managem Relations Act of 1947, as amended.

PENSION

Section 1. Effective May 1, 1930, pension co tributions shall be paid to the Central Stat Southeast and Southwest Areas Pension Fu by each Employer for each employee at the ra of Forty-One Dollars ($41.00) per week.

Section 2. Effective May 1, 1931, pensi contributions shall be paid to the Central Stat Southeast and Southwest Areas Pension Fund each Employer for each employee at the rate Forty-Six Dollars ($46.00) per week.

Section 3. Effective May 1, 1932, pension co tributions shall be paid to the Central Stat Southeast and Southwest Areas Pension Fund each Employer for each employee at the rate Fifty-One Dollars ($51.00) per week.

2/1/79 - 1/31/80	.70	.70	.60	.03
2/1/80 - 1/31/81	.85	.75	.08	.03
2/1/81 - 1/31/82	1.00	.75	.00	.03

Section 2. Wages.

Basic wage rates for Highway and Utility workers shall be as follows:

Highway:

Effective	Lake County	All other Counties
4/1/79	9.00	8.30
2/1/80	9.70	9.00
2/1/81	10.45	9.75

Utilities:

For the purposes of Utility basic wage rates the State shall be divided into the following Zones:

Zone 1. Local 41 and Local 81 consisting of Lake, Newton, Jasper, Porter, LaPorte & Starke counties.

Zone 2. Local 615, Elkhart and St. Joseph counties.

Zone 2A. Local 645, LaGrange, Kosciusko and Marshall counties.

Zone 3. Local 213, Adams, Allen, Steuben, DeKalb, Wells, Whitley, Noble, Huntington and Wabash counties, Local 1166, Fayette, Henry, Rush, Wayne, and Union counties; Local 1112, Blackford, Delaware, Grant, Hamilton, Hancock, Jay, Madison and Randolph counties, and Local 120, Marion and Shelby counties.

Zone 4. Local 201, Clay, Fountain, Greene, Hendricks, Owen, Parke, Putnam, Sullivan, Vermillion, Vigo and Warren counties; Local 741, Bartholomew, Brown, Dearborn, Decatur, Franklin, Jackson, Jennings, Johnson, Lawrence, Martin, Monroe, Morgan, Ohio, Orange and Ripley counties; and Local 795, Clark, Crawford, Floyd, Harrison, Jefferson, Perry, Scott, Switzerland and Washington counties.

Zone 5. Local 561, Daviess, Dubois, Gibson, Knox, Pike, Posey, Spencer, Vanderburgh and Warrick counties.

Wages for the above listed Zones shall be as follows:

Zone 1. Utilities wages are excluded from this contract but Categories apply to Highway work in Zone 1.

Effective	Zone 2	Zone 2A
4/1/79	8.50	8.30
2/1/80	9.20	9.00
2/1/81	9.95	9.75

Effective	Zone 3	Zone 4
4/1/79	8.30	8.50
2/1/80	9.00	9.20
2/1/81	9.75	9.95

Effective	Zone 5
4/1/79	8.60
2/1/80	9.40
2/1/81	10.25

Category I shall include the following and be paid the basic rate:

Construction Laborer
Carpenter Helper
Fence Erector
Flagmen
Grade Checker
Guard Rail Erector
Continuous Steel Rod or Mat Installer
Wire Mesh Layer
Joint Man (Mortar, Mastic, and all other types)
Lighting Installer (Permanent or Temporary)
Lineman for Automatic Grade Maker on Paving Machine
Multi-Plate Erector
Mortar Man
Rip-Rap Installer (All products and materials)
Road Marking and Delineation Laborer
Rodman and Chainman
Setting and Placing of all Precast Concrete Products
Sign Installation, including supporting structure
Spraying of all Epoxy, Curing Compound, or like material
Survey Crew Man

Category II shall include the following and be paid fifteen (15) cents per hour above the basic rate:

Air Tool, Power Tool, and Power Equipment Operator
Asphalt Lute Man
Asphalt Raker Man
Batch Truck Dumper
Bridge Hand Rail Erector
Handler (Bulk or Bag Cement)
Chain Saw Man
Concrete Conveyor Assembly Man
Concrete Puddler
Concrete Rubber
Concrete Saw Operator
Core Drill Operator
Eye Level
Hand Blade Operator
Hydro Seeder Man
Laborer Instrument Man
Motor Driven Georgia Buggy Operator
Power Driven Compactor or Tamper Operator
Power Saw Operator
Pomprete Assembly Man
Screed Man or Screw Man on Asphalt Paver
Rebar Installer
Sand Blaster Man
Sealer Applicator for asphalt, toxic
Setting and Placing Prestressed or Precast Concrete Structural Members
Side Rail Setter for Sidewalks, Side Ditches, Radii, and Pavements
Spreader Box Tender (Manual or Power Driven)
Straw Blower Man
Subsurface Drain and Culvert Pipe Layer
Transverse and Longitudinal Hand Bull Float Man

Category III shall include the following and shall be paid twenty (20) cents per hour above the basic rate:

Horizontal Boring and Jacking Man
Jackman and Sheetman
Pipe Grade Man
Winch and Windlass Operator

Category IV shall include the following and shall be paid thirty (30) cents per hour above the basic rate:

Conduit Installer
Cutting Torch Burner
Laser Beam Aligner
Manhole Erector
Sewer Pipe Layer
Water Line Installer - Temporary or Permanent
Welders (Electric or Oxy-Acetylene)

Category V shall include the following and shall be paid forty (40) cents per hour above the basic rate:

Laborer Leadman

Category VI shall include the following and shall be paid eighty-five (85) cents per hour above the basic rate:

Air Track and Wagon Drillman
Concrete Finisher
Dynamite and Powder Man
General Laborer Leadman

Category VII shall include the following classifications in Caisson and Tunnel Work in free air:
Bottom Man - Concrete Man - Basic Rate + .20
Concrete Headman - Basic Rate + .35
Miner or Header Man - Basic Rate + .80
Mucker and Tunnel Laborer - Basic Rate + .30

Category VIII shall include Watchman whose wage rates and fringe benefit hours will be negotiated on an individual basis by and between the Employer and the Local Union involved at the pre-job conference.

HIGHWAY LABORERS'

A. Effective July 19, 1979 thru September 30, 1979:

	H & W	Pension	Training	Ind
Area IIB	.70	.50	.09	.05

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	.70	.70	.09	.05

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	.85	.75	.09	.05

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	1.00	.75	.09	.05

CATEGORY I. Is the Basic Hourly Wage Rate and Shall include the following:

Building & Construction Laborers
Scaffold Builders (other than for Masons or Plasterers)
Ironworker Helpers
Mechanic Tenders
Civil Engineer Helpers and Surveyor Helpers
Rodmen & Chainmen
Signalmen & Flagmen
Window Washers & Cleaners
Waterboys & Toolhousemen
Roofer's Helpers
Railroad Workers
Masonry Wall Washers (interior & exterior)
Cement Finisher Helpers
Carpenter Helpers
Helpers of all other Crafts not listed
Mason Tenders
All Portable Water Pumps with discharge up to three (3) inches.

A. Effective July 19, 1979 thru September 30, 1979:

	Wages	H & W	Pension	Training	I.F.	Total
Area IIB	8.75	.70	.50	.09	.05	10.09

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	8.55	.70	.70	.09	.05	10.09

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	9.35	.85	.75	.09	.05	11.09

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	10.20	1.00	.75	.09	.05	12.09

CATEGORY II. shall include the following:

Waterproofing
Handling of Creosote Lumber or like treated material (excluding railroad material)
Asphalt Rakers & Lutemen
Kettelmen
Air Tool Operators and all pneumatic tool operators, air and electric vibrators and chipping hammer operators
Earth Compactors
Jackmen & Sheetmen working ditches deeper than six (6) feet in depth
Laborers working ditches six (6) feet in depth or deeper
Assembly of Unicrete Pump
Tile Layers (sewer or field) & Sewer Pipe Layers (metallic or non-metallic)
Motor driven wheelbarrows and concrete buggies
Hyster Operators
Pump Crete Assemblers
Core Drill Operators
Cement, Lime or Silica Clay Handlers (bulk or bag)
Handling of Toxic Materials Damaging to Clothing
Pneumatic Spikers

Deck Engine & Winch Operators
Water Main & Cable Ducking (metallic and non-metallic)
Screed Man or Screw Operator on Asphalt Paver
Chain Saw and Demolition Saw Operators
Concrete Conveyor Assemblers

A. Effective July 19, 1979 thru September 30, 1979:

	Wages	H & W	Pension	Training	I.F.	Total
Area IIB	8.95	.70	.50	.09	.05	10.29

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	8.75	.70	.70	.09	.05	10.29

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	9.55	.85	.75	.09	.05	11.29

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	10.40	1.00	.75	.09	.05	12.29

Mortar Mixers
Welders (acetylene or electric)
Cutting Torch or Burner
Cement Nozzle Laborers
Cement Gun Operators
Scaffold Builders when working for Plasterers

A. Effective July 19, 1979 thru September 30, 1979:

	Wages	H & W	Pension	Training	I.F.	Total
Area IIB	9.05	.70	.50	.09	.05	10.39

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	8.85	.70	.70	.09	.05	10.39

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	9.65	.85	.75	.09	.05	11.39

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	10.50	1.00	.75	.09	.05	12.39

CATEGORY IV. shall cover the following:

Laborer Foreman
Hod Carrier Foreman
General Foreman

A. Effective July 19, 1979 thru September 30, 1979:

	Labor Foreman *Wages	Hod Carrier Foreman *Wages	General Foreman *Wages
Area IIB	$ 9.25	$ 9.25	$ 9.65

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	9.05	9.05	9.45

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	9.85	9.85	10.25

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	10.70	10.70	11.10

* Fringes same as in Category I

CATEGORY V. shall include Watchman and Gatemen (day or night) whose wage rates and fringe benefit hours will be negotiated on an individual basis by and between the Employer and the Local Union involved at the pre-job conference.

CATEGORY VI*. shall cover the following:

Caisson and Tunnel Work in Compressed & Free Air

* On work performed under this Category, wages and conditions will be set forth in the Agreement by and between the Laborers' International Union of North America and Midwest United States Underground Contractors' Association of Chicago & Vicinity.

CATEGORY VI-A. shall cover the following:

Dynamite Men
Drillers - air track or wagon drilling for explosives

A. Effective July 19, 1979 thru September 30, 1979:

	*Wages
Area IIB	$ 9.75

B. Effective October 1, 1979 thru May 31, 1980:

Area IIB	9.55

C. Effective June 1, 1980 thru May 31, 1981:

Area IIB	10.35

D. Effective June 1, 1981 thru May 31, 1982:

Area IIB	11.20

CATEGORY VII*. shall cover High Time Pay for Stacks & Chimneys.

* To be the same as set forth in the Laborers' International Union of North American Agreement covering Stacks, Chimneys and Silos.

CATEGORY VIII* - RAILROAD MAINTENANCE: shall cover the following:

Section 1. All rail maintenance, rehabilitation, and other work on mainlines, sidings and service lines that are let by railroad companies, transit commissions, transit authorities, public or private owners of such facilities, which includes but is not limited to the following:

(a) The replacement of components and adjustment in alignment of existing facilities.

(b) Repair or replacement of components of fences, cattle guards, snow sheds, motor car set-off, and other facilities located on railroad, public or private properties, and right-of-ways of same.

(c) The care of railroad and transit commissions and transit authorities owned properties, public or private, including patrolling, inspection, mowing, brush cutting and spraying, drainage work and all general caretaking work.

(d) The repair or replacement of roadway or railway crossings.

(e) Painting and replacement of components of railway bridges and signal lines and signs.

(f) All emergency work, such as snow removal, flood damage, damages occurring on derailments, including all clean-up and repair in connection therewith which, may be performed by the Employer.

(g) All maintenance, rehabilitation, trace removal and other work that may be performed for the railroad companies and transit commissions and/or transit authorities on their properties, or on public and private properties, including relocation of existing tracks where such relocation of tracks are not in connection with building, highway, heavy or engineering projects.

(h) It shall also include all new Construction in conjunction with a building, highway, heavy or engineering project on all railroad transit commissions, transit authorities, public or private owners of such facilities.

(i) It shall include railroad construction where rails are laid to a new facility to service same, whether new or used materials are used.

Section 2. Wages shall be those set forth in all Categories listed herein.

SEWAGE LABORERS'

	Effective 4/9/79 70' H&W 70' Pens. 09' Trng.	Effective 2/1/80 85' H&W 75' Pens. 09' Trng.	Effective 2/1/81 $1.00 H&W 75' Pens. 09' Trng.
Top Laborers	8.30	9.00	9.75
Well Point Leadman	8.30	9.00	9.75
Jackhammer & Air Tool Operators	8.30	9.00	9.75
Pipe Layer Helper	8.50	9.20	9.95
Pipe Layer	8.60	9.30	10.05
Air Track Drillers	9.15	9.85	10.60
Wagon Drill Men	9.15	9.85	10.60
Dynamite Man	9.15	9.85	10.60
Powderman	9.15	9.85	10.60

Watchmen & Water Boys: Their rate of Wages shall be the minimum rate as prescribed by the United States Department of Labor and/or Federal Statutes and shall include time and one-half (1½) for all time worked in excess of forty (40) hours per week.

FREE AIR TUNNEL AND CAISSON WORK

Classifications	Effective 4/9/79 70' H&W 70' Pens. 09' Trng.	Effective 2/1/80 85' H&W 75' Pens. 09' Trng.	Effective 2/1/81 $1.00 H&W 75' Pens. 09' Trng.
Miners or Headerman	9.10	9.80	10.55
Muckers & Tunnel Laborers	8.55	9.25	10.00
Bottom Men	8.60	9.30	10.05
Concrete Headman or Foreman	8.65	9.35	10.10
Concrete Man	8.60	9.30	10.05

COMPRESSED AIR:

Wages and conditions as agreed to in Statewide Building and Construction Agreement, set forth under Article XXVI, Category VI.

0704

TITLE OF ORDINANCE Street Lighting Contract 158-82, Home Avenue

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-82-06-07

SYNOPSIS OF ORDINANCE Construction of underground ornamental street lighting on Home Avenue from Broadway to Thompson Avenue. Contract has been awarded to T & F Construction Corporation of Indiana in the amount of $5,715.00. Prior approval was requested on May 18, 1982.

EFFECT OF PASSAGE residents on Home Avenue will have lights

EFFECT OF NON-PASSAGE extremely deteriorated and potentially dangerous situation will continue to exist.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $10,386.80 is the total cost of the project; property owners will be responsible for $4447.20; the balance of $5,939.60 will be paid by the city out of 1982 revenue sharing monies dedicated to street lighting.

ASSIGNED TO COMMITTEE